EXHIBIT 1

(PART VI)

To Be Developed

09220 Portland Cement Plaster
09260 Gypsum Board Assemblies
09265 Gypsum Shaft-Wall Assemblies

09310 Glass Tile 09385 Limestone Tile

09511 Acoustical Ceilings and Suspension Systems

09653 Resilient Wall Base and Accessories

09680 Carpet 09900 Painting

Division 10 - Specialties

Specification Description
10200 Louvers and Vents
10310 Fireplaces

10425 Identifying Devices

10436 Parking Signs

10520 Fire Extinguishers and Cabinets

10550 Postal Specialties

10800 Toilet and Bath Accessories

Division 11 - Equipment

Specification Description

11014 Roof Safety Anchor System

11451 Appliances 11460 Modular Kitchens

Division 12 - Furnishings

Specification Description
12494 Interior Roller Shades

12484 Walk Off Mats

12495 Exterior Motorized Roller Shades

Division 13 - Special Construction

Specification Description
13080 Sound Control
13250 Pools and Spas

Division 14 - Conveying Systems

Specification Description

14240 Electric Traction Elevators

14550 Mechanical Lifts 14560 Trash Chutes

Division 15 - Mechanical

Specification Description

15010 Mechanical General Provisions 15060 Piping and Accessories

15100	Valves
15120	Expansion Compensation
15130	Meters, Gauges, and Thermometers
15140	Supports, Hangers, Anchors, and Sleeves
15160	Pumps
15170	Electric Motors
15171	Variable Frequency Drives
15190	Systems Identification
15240	Vibration Isolation and Seismic Restraints
15241	Acoustics
15250	Insulation
15400	Domestic Water Systems
15410	Drainage Systems
15420	Natural Gas Systems
15430	Plumbing Pumps
15440	Plumbing Fixtures
15470	Fire Protection Systems
15480	Domestic Water Heating Systems
15515	Hydronic Systems Specialties
15708	Fluid Coolers
15735	Water Source Heat Pumps
15736	Packaged Water Tube Hot Water Boilers
15748	Chimneys and Vents
15771	Packaged Air-Cooled Roof-Top Units
15785	Carbon Monoxide Monitoring and Fan Control System
15786	Water Filter and Cyclone Separator
15800	Ductwork
15860	Fans
15880	Air Fileters and Cleaners
15890	Water Treatment
15900	Building Management System
15910	Dampers
15990	Mechanical System Balancing

Division 16 - Electrical

Specification	Description
16000	General/Submittals/Tests/Warranty
16050	Basic Materials and Methods
16111	Conduit
18120	Wire and Cables
16131	Pull and Junction Boxes
16134	Outlet Boxes
16140	Wiring Devices
16155	Motor Starters •
16160	Panelboards
16181	Fuses
16120/16612	Generator
16250	Automatic Transfer Equipment
16400	Service and Distribution
16420	Service Entrance
16450	Grounding

16460	ransformers
16470	Distribution Circuits
16472	Branch Circuits
16500	Lighting
16501	Lamps
16502	Ballasts and Accessories
16511	Florescent Fixtures
16600	Special Systems (Elevators)
16700	Communications/Telecommunication Data Systems
16721	Fire Alarm and Detection Systems
16930	Lighting Control

EXHIBIT K

PLEASE INCLUDE IN DRAW PACKAGE SENT TO CORUS BANK, N.A.

FORM OF BAILEE LETTER FOR PUBLIC WAREHOUSEMEN

[WAREHOUSEMEN LETTERHEAD]

[DATE]

Corus Bank, N.A. 3959 North Lincoln Avenue Chicago, Illinois 60613 Attention: Corus Construction Manager

Re:

Safari Drive Condominiums

Intersection of Camelback and Scottsdale Road, Scottsdale, Arizona (the "Project")

Corus Construction Manager:

This letter is to confirm that the undersigned, [Insert name of Public Warehousemen] ("Warehousemen"), is holding and will hold, from time to time, for storage in its public warehouse located at the address set forth above, the materials described on Schedule 1, attached hereto and made a part hereof, for the Project (the "Stored Materials"). Such Schedule 1 may be revised and updated as additional materials are delivered to Warehousemen and stored in accordance with this letter.

Warehousemen is holding such Stored Materials on behalf of [Insert name of Contractor], as the "Contractor" of the Project and Riverwalk Square Development, LLC, as owner of the Project ("Owner") and the Owner owns and has title to the Stored Materials or will own and obtain title to the Stored Materials upon receipt of a bill of sale for such Stored Materials. Pursuant to a certain Construction Loan Agreement (the "Loan Agreement") between Owner and Corus Bank, N.A. ("Lender"), Owner has granted to Lender a security interest in, among other things, the Stored Materials.

We acknowledge and agree that Lender's security interest in the Stored Materials is senior to all liens, claims and interests, other than our warehouseman's lien for any accrued and unpaid warehousing fees charged by us for the actual storage of the Stored Materials. To protect Lender's security interest in the Stored Materials, from and after the date of this letter, all warehouse receipts and other documents of title which evidence any Stored Materials now or hereafter delivered by Owner to us shall be non-negotiable and issued to or for the account of Lender. We shall provide Lender with a copy of such receipts or other documents upon Lender's request for those items. We will notify all of our successors and assigns of the existence of the agreements contained herein.

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 6 of 40

Notwithstanding the issuance of such receipts or other documents to or for the account of Lender, we acknowledge and agree that Lender has authorized us to release any of the Stored Materials to any authorized agent of Owner upon Owner's request (including, without limitation, Contractor); provided, however, upon our receipt of written direction from Lender, we shall refuse to release any of the Stored Materials to Owner or Owner's agent (including, without limitation, Contractor) and we shall only release such Stored Materials to Lender or the party designated by Lender in such written direction.

Very truly yours,
[PUBLIC WAREHOUSEMEN]
Ву:
Name:
Title:

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 7 of 40

SCHEDULE 1

DESCRIPTION OF MATERIALS

[Warehousemen: Please insert/attach a detailed inventory of the Stored Materials, including, without limitation, a statement of the quantity stored, relevant invoices, warehouse receipts or other documents of title and any applications for payment.]

EXHIBIT L

PLEASE INCLUDE IN DRAW PACKAGE SENT TO CORUS BANK, N.A.

FORM OF BAILEE LETTER

[SUBCONTRACTOR LETTERHEAD]

[DATE]

Corus Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613
Attention: Corus Construction

Attention: Corus Construction Manager

Re: Safari Drive Condominiums

Intersection of Camelback and Scottsdale Road, Scottsdale, Arizona (the "Project")

Corus Construction Manager:

This letter is to confirm that the undersigned, [Insert name of Sub-Contractor] ("Bailee"), is holding for processing and/or storage the materials described on Schedule 1, attached hereto and made a part hereof, for the Project (the "Stored Materials"). Such Schedule 1 may be revised and updated as additional materials are delivered to Bailee and stored in accordance with this letter.

Bailee is holding such Stored Materials on behalf of [Insert name of Contractor], as the "Contractor" of the Project and Riverwalk Square Development, LLC, as owner of the Project ("Owner") and the Owner owns and has title to the Stored Materials or will own and obtain title to the Stored Materials upon receipt of a bill of sale for such Stored Materials. Pursuant to a certain Construction Loan Agreement (the "Loan Agreement") between Owner and Corus Bank, N.A. ("Lender"), Owner has granted to Lender a security interest in, among other things, the Stored Materials.

In order to protect Owner's ownership interest and Lender's security interest in the Stored Materials, Bailee agrees, acknowledges, represents and warrants as follows:

- (i) We are holding and will hold the Stored Materials on bailment for processing or warehousing;
- (ii) The Stored Materials are Owner's property and are subject to Lender's security interest, and we are holding and will hold the Stored Materials for Lender's benefit;
- (iii) Lender's security interest in the Stored Materials shall be senior to all liens, claims and interests, including any fees charged by us for the actual processing or

- storage of the Stored Materials and we will notify all of our successors and assigns of the existence of the agreements contained herein;
- (iv) If, at any time after the date of this letter, Lender shall notify us in writing that Owner has defaulted on its obligations to Lender under the Loan Agreement, we will comply with Lender's written instructions as to the disposition of the Stored Materials; and
- (v) Until we are notified in writing by Lender that the financing arrangements under the Loan Agreement have been terminated and Lender has been paid in full, we shall not deduct from or offset against any amounts due and owing to us by Owner, by applying any of the Stored Materials in payment for such amounts.

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 10 of 40

SCHEDULE 1

DESCRIPTION OF MATERIALS

[Bailee: Please insert/attach a detailed inventory of the Stored Materials, including, without limitation, a statement of the quantity stored, relevant invoices and any applications for payment.]

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 11 of 40

EXHIBIT M

Price List Schedule

Exhibit D Approved Unit Price List Riverwalk Square - Scottsdale

# of Units	Building	Plan	Unit#	Unit Type	Program	Salable SF	· T	List Price	\$ Per SF
# Of Chies	C	C-1b/2b	C102	LIVE/WORK LOFT	1BR/Guest/2BA	1,546	- s	890,760	57
2	č	C-la/2a	C103	LIVE/WORK LOFT	1BR/Guest/2BA	1,553	5	882,305	56
3	С	C-1b/2b	C104	LIVE/WORK LOFT	1BR/Guest/2BA	1,546	\$	890,760	57
4	С	C-1a/2a	C105	LIVE/WORK LOFT	1BR/Guest/2BA	1,553	\$	882,305	56
5	<u> </u>	C-1b/2b	C106	LIVE/WORK LOFT	1BR/Guest/2BA	1,546	ļ\$	915,760	55
6	<u>c</u>	C-1a/2a	C107	LIVE/WORK LOFT	1BR/Guest/2BA	1,553	S	907,305	58
7	C C	? C-1c/2c	C108 C109	LIVE/WORK LOFT	1BR/Guest/2BA 1BR/1.5BA	1,386 1,272	\$	826,160 749,820	59
8 9	<u>c</u>	C-10/2d	C201	TOWNHOUSE	2BR/2.5BA/Office	1,824	3	1,070,690	58
10	č	C-3b	C302	FLAT	1BR/Guest/2BA	962	5	606,470	63
11	č	C-3a	C303	FLAT	2BR/2.5BA/Office	1,680	S	1,023,300	60
12	Ċ	C-3b	C304	FLAT	1BR/Guest/2BA	962	5	606,470	6.3
13	С	C-3b	C306	FLAT	1BR/Guest/2BA	962	\$	631,470	65
14	С	C-3b	C308	FLAT	IBR/Guest/2BA	962	\$	631,470	65
15	С	C-3c	C309	FLAT	2BR/2.5BA	1,580	5	992,550	62
16	C	C-4d/5d	C401	TOWNHOUSE	2BR/2.5BA	1,590	<u> </u>	1,009,525	63
17	c c	C-4b/5b	C402 C403	TOWNHOUSE TOWNHOUSE	2BR/3BA 2BR/2.5BA /Office	1,628 1,518	\$	1,024,805 963,830	62 63
18	č	C-4a/5a C-4b/5b	C404	TOWNHOUSE	2BR/3BA	1,628	S	1,024,805	62
20	č	C-4a/5a	C405	TOWNHOUSE	2BR/2.5BA /Office	1,518	\$	963,830	63
21	č	C-4b/5b	C406	TOWNHOUSE	2BR/2.5BA	1,628	s	1,049,805	64
22	С	C-4a/5a	C407	TOWNHOUSE	2BR/2.5BA /Office	1,518	\$	988,830	65
23	C	C-4b/5b	C408	TOWNHOUSE	2BR/3BA	1,628	S	1,049,805	64
24	С	C-4c/5c	C409	TOWNHOUSE	2BR/2.5BA	1,266	S	848,210	67
25	D	D-1a/2a	D101	LOFT	2BR/2BA	1,528	\$	956,555	62
26	<u>D</u>	D-1a/2a	D103	LOFT	2BR/2BA	1,528	\$	1,003,430	65
27	D D	D-1a/2a	D105	LOFT	2BR/2BA 1BR/Guest/2BA	1,528	S	1,003,430 778,400	65 57
28	D D	D-1c/2c D-1b/2b	D106 D107	LOFT	2BR/2BA	1,365 1,574	\$	1,024,065	65
30	D	D-1c/2c	D108	LOFT	IBR/Guest/2BA	1,365	3	778,400	57
31	<u> </u>	D-16/2b	D109	LOFT	2BR/2BA	1,574	S	1,024,065	63
32	D	D-1c/2c	D110	LOFT	1BR/Guest/2BA	1,365	5	778,400	57
33	D	D-15/2b	DIII	LOFT	2BR/2BA	1,574	S	1,024,065	6:
34	D	D-1b/2b	D113	LOFT	2BR/2BA	1,574	\$	1,024,065	6.5
35	D	D-3a1	D301	FLAT	2BR/2BA	1,326	\$	826,060	62
36	D	D-3a2	D305	FLAT	2BR/2BA	1,390	\$	860,900	61
37	<u>D</u>	D-3c/4c	D306	TOWNHOUSE	2BR/2.5BA/Office	1,634	S	990,915	60
38	D	D-3b	D307	FLAT TOWNHOUSE	1BR/2BA/FLEX	1,000	\$	633,750	63
39 40	D D	D-3c/4c D-3b	D308 D309	FLAT	2BR/2.5BA/Office 1BR/2BA/FLEX	1,634	\$ \$	990,915 633,750	63
41	D	D-3c/4c	D310	TOWNHOUSE	2BR/2.5BA/Office	1,634	\$	990,915	60
42	D	D-3b	D311	FLAT	IBR/2BA/FLEX	1,000	\$	633,750	63
43	D	D-3b	D313	FLAT	IBR/2BA/FLEX	1,000	5	633,750	63
44	D	D-4a/5a	D401	TOWNHOUSE	2BR/2.5BA/Office	1,494	\$	947,890	63
45	D	D-4a/5a	D403	TOWNHOUSE	2BR/2.5BA/Office	1,494	S	947,890	63
46	a	D-4a/5a	D405	TOWNHOUSE	2BR/2.5BA/Office	1,494	\$	947,890	63
47	D	D-4b/5b	D407	TOWNHOUSE	2BR/2.5BA/Office	1,550	S	976,375	63
48	D	D-4b/5b	D409	TOWNHOUSE	2BR/2.5BA/Office	1,550	5	976,375	63
49	D D	D-4b/5b D-4b/5b	D411 D413	TOWNHOUSE TOWNHOUSE	2BR/2.5BA/Office 2BR/2.5BA/Office	1,550 1,550	<u>\$</u> \$	976,375 976,375	63
50 51	E	D-40/38	D413	FLAT	ZBK/Z.5BA/Office	1,357	S	900,295	66
52	Ē			FLAT		1,357	13	900,295	66
53	E			FLAT		1,357	5	900,295	66
54	E			FLAT		1,357	S	900,295	66
55	E			FLAT		1,357	\$	927,545	68
56 57	E E	ļ		FLAT FLAT		1,357 1,357	S S	927,545 927,545	68
58	E	 		FLAT		1,357	\$	927,545	68
59	E			TOWNHOUSE	2BR/2BA	1,960	Š	1,396,475	7
60	E			TOWNHOUSE	2BR/2BA	1,960	S	1,396,475	71
61	E			TOWNHOUSE	2BR/2BA	1,960	S	1,396,475	71
62	<u>E</u>		D122-125	TOWNHOUSE	2BR/2BA	1,960	<u>s</u>	1,396,475	71
63	<u>F</u>	F-1a/2a	F101	TOWNHOUSE	3BR/3BA/OFFICE	2,190	- <u>\$</u>	1,362,650	62
64	F F	F-1a/2a F-1a/2a	F103 F105	TOWNHOUSE TOWNHOUSE	3BR/3BA/OFFICE 3BR/3BA/OFFICE	2,190 2,190	<u>s</u>	1,362,650 1,362,650	62
65 66	F F	F-12/2a F-12/2a	F105	TOWNHOUSE	3BR/3BA/OFFICE	2,190	S	1,362,650	6
67	<u>F</u>	F-1a/2a F-3a/4a	F301	TOWNHOUSE	2BR/2BA	1,512	\$	1,051,095	6
68	F	F-3a/4a	F303	TOWNHOUSE	2BR/2BA	1,512	s	1,051,095	6
69	 F	F-3a/4a	F305	TOWNHOUSE	2BR/2BA	1,512	8	1,101,095	7:
70	F	F-3a/4a	F307	TOWNHOUSE	2BR/2BA	1,512	\$	1,126,095	7.
71	G	RETAIL	G100	RETAIL		1,162	S	589,425	St
72	G	G-1a/2a	G101	TOWNHOUSE	2BR/2.5BA	1,475	\$	883,500	59
73	G	G-1b/2b	G102	TOWNHOUSE	2BR/2.5BA	1,440	S	850,150	
74	G	G-1a/2a	G103	TOWNHOUSE	2BR/2.5BA	1,475	S	883,500	59
75	G	G-1b/2b	G104	TOWNHOUSE	2BR/2.5BA	1,440	S	850,150	59
76	G	G-1d/2d	G105	TOWNHOUSE	3BR/2.5BA	1,970	<u> </u>	1,223,200	62
77	G	G-1c/2c	G106	TOWNHOUSE	2BR/2.5BA/OFFICE	1,485	<u>\$</u>	915,350	61
78	G	G-2f	G201 G301	FLAT FLAT	3BR/3.5BA 2BR/2BA	2,510 1,320	\$	1,486,850 861,075	59 65
79 80	G G	G-3a G-3b1	G301 G302	FLAT	2BR/2.5BA	1,570	3	1,024,825	65
81	G	G-3c	G303	FLAT	2BR/2.5BA/OFFICE	1,530	\$	1,104,300	72
82	G	G-4a	G401	FLAT	2BR/2.5BA	1,650	15	1,125,875	68

Exhibit D Approved Unit Price List Riverwalk Square - Scottsdale

83	G	G-4b	G402	FLAT	2BR/2.5BA/OFFICE	1,825	S	1,228,250	673
84	G	G-5a	G501	FLAT	3BR/3.5BA	2,476	S	1,776,950	719
85	H	RETAIL	H100	RETAIL		1,285	S	619,250	482
86	H	H-1a/2a	H1001	TOWNHOUSE	2BR/3BA	1,475	S	883,500	599
87	H	H-1b/2b	H1002	TOWNHOUSE	2BR/3BA	1,440	5	850,150	590
88	Н	H-1a/2a	H1003	TOWNHOUSE	2BR/3BA	1,475	S	883,500	599
89	H	H-1b/2b	H1004	TOWNHOUSE	2BR/3BA	1,440	S	850,150	590
90	H	H-1d/2d	H1005	TOWNHOUSE	3BR/3BA	1,970	\$	1,223,200	621
91	H	H-1c/2c	H1006	TOWNHOUSE	2BR/3BA/OFFICE	1,485	S	915,350	616
92	Н	H-2e	H2001	FLAT	3BR/3BA	2,175	S	1,308,625	602
93	H	H-3a	H3001	FLAT	2BR/2BA	1,320	\$	861,075	652
94	H	Н-3Ы	H3002	FLAT	2BR/2.5BA	1,570	\$	984,200	627
95	Н	H-3c	H3003	FLAT	2BR/2.5BA/OFFICE	1,530	S	1,104,300	722
96	H	H-3d	H3004	FLAT	3BR/3BA	2,145	\$	1,413,700	659
97	H	H-4a	H4001	FLAT	2BR/2.5BA	1,650	S	1,125,875	682
98	н	H-4b	H4002	FLAT	2BR/2.5BA/OFFICE	1,825	S	1,228,250	673
99	H	H-5a	H5001	FLAT	3BR/3.5BA	2,470	\$	1,776,950	719

PHASE I SUMMARY	154.165	98,278,505 \$ 637
		70,270,000 W 051

PHASE II	

# of Units	Building	Plan	Unit#	Unit Type	Program	Salable SF]	List Price	\$ Per SF
1	A/B		101	RETAIL	<u> -</u>	800	8	320,000	400
2	A/B		1001	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
3	A/B		1002	LIVE/WORK LOFT	2BR/2BA	1,200	5	684,500	570
4	A/B		1003	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
5	A/B		1004	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
6	A/B		1005	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
7	A/B		1006	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
8	A/B		1007	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
9	A/B		1008	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
10	A/B		1009	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
11	A/B		1010	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
12	A/B		1011	LIVE/WORK LOFT	2BR/2BA	1,200	5	684,500	570
13	A/B		1012	FLAT	2BR/2BA	950	S	549,500	578
14	A/B		1013	FLAT	2BR/2BA	950	S	549,500	578
15	A/B		1014	FLAT	2BR/2BA	950	S	549,500	578
16	A/B		1015	FLAT	2BR/2BA	950	S	549,500	578
17	A/B		1016	FLAT	2BR/2BA	950	S	544,500	573
18	A/B		1017	FLAT	2BR/2BA	950	\$	544,500	573
19	A/B		1018	FLAT	2BR/2BA	950	s	544,500	573
20	A/B		2001	FLAT	2BR/2BA	950	8	572,000	602
21	A/B		2002	FLAT	2BR/2BA	950	\$	572,000	602
22	A/B		2003	FLAT	2BR/2BA	950	S	572,000	602
23	A/B		2004	FLAT	2BR/2BA	950	s	572,000	602
24	A/B		2005	FLAT	2BR/2BA	950	s	572,000	602
25	A/B		2006	FLAT	2BR/2BA	950	s	572,000	60
26	A/B	***************************************	2007	FLAT	2BR/2BA	950	1 5	572,000	602
27	A/B		2008	FLAT	2BR/2BA	950	<u> </u>	572,000	602
28	A/B		3001	FLAT	2BR/2BA	950	s	574,500	605
29	A/B		3002	FLAT	2BR/2BA	950	\$	574,500	605
30	A/B		3003	FLAT	2BR/2BA	950	\$	574,500	605
31	A/B		3004	FLAT	2BR/2BA	950	\$	574,500	605
32	A/B		3005	FLAT	2BR/2BA	950	s	574,500	605
33	A/B	***************************************	3006	FLAT	2BR/2BA	950	3	574,500	60:
34	A/B		3007	FLAT	2BR/2BA	950	15	574,500	60:
35	A/B		3008	FLAT	2BR/2BA	950	s	574,500	605
36	A/B		3009	FLAT	2BR/2BA	950	s	584,500	615
37	A/B		3010	FLAT	2BR/2BA	950	 3	584,500	61:
38	A/B		3011	FLAT	2BR/2BA	950	3	584,500	615
39	A/B		3012	FLAT	2BR/2BA	950			
40	A/B		3012	FLAT	IBR/I.5BA	. 800	\$	584,500	61.5
41	A/B		3014	FLAT	1BR/1.5BA	800	- S	500,500	626
42	A/B	·	3014	FLAT	IBR/I.SBA	800	\$	500,500	626
43	A/B		3016	FLAT	· 		\$	500,500	626
44	A/B		3017	FLAT	IBR/I.5BA	800	<u> </u>	500,500	626
	A/B		3017		IBR/I.5BA	800	S	500,500	626
45				FLAT	IBR/I.5BA	800	S	500,500	620
46	A/B		3019	FLAT	IBR/I.5BA	800	2	500,500	626
47	A/B		4001	FLAT	2BR/2BA	950	<u> \$</u>	584,500	615
48	A/B		4002	FLAT	2BR/2BA	950	S	584,500	61:
49	A/B		4003	FLAT	2BR/2BA	950	S	584,500	61:
50	A/B		4004	FLAT	2BR/2BA	950	S	584,500	61:
51	A/B		4005	FLAT	2BR/2BA	950	S	584,500	61:
52	A/B		4006	FLAT	2BR/2BA	950	S	584,500	615
53	A/B		4007	FLAT	2BR/2BA	950	\$	584,500	61:
54	A/B		4008	FLAT	2BR/2BA	950	S	584,500	615
55	A/B		4009	FLAT	2BR/2BA	950	\$	584,500	615
56	A/B		4010	FLAT	2BR/2BA	950	S	597,000	628
57	A/B		4011	FLAT	2BR/2BA	950	S	597,000	628
58	A/B		4012	FLAT	2BR/2BA	950	S	597,000	628

Exhibit D Approved Unit Price List Riverwalk Square - Scottsdale

59	A/B	T	4010	Irra are	I		,		
60	A/B	 	4013	FLAT	IBR/I.5BA	800	S	513,000	64
61	A/B	 	4014 4015	FLAT FLAT	IBR/1.5BA	800	S	513,000	64
62	A/B	}			IBR/I.5BA	800	S	513,000	641
63	A/B		4016	FLAT	IBR/I.5BA	800	<u> </u>	513,000	641
64	A/B	 	4017 4018	FLAT	IBR/I.5BA	800	\$	513,000	641
65	A/B		4018	FLAT	IBR/I.5BA	806	S	513,000	641
66	A/B			FLAT	IBR/I.5BA	800	<u> </u>	513,000	641
67	A/B	<u> </u>	5001	FLAT	2BR/2BA	950	S	594,500	626
68	A/B	ļ	5002	FLAT	2BR/2BA	950	S	594,500	626
69	A/B	ļ	5003	FLAT	2BR/2BA	950	S	594,500	626
70	A/B		5004	FLAT	2BR/2BA	950	\$	594,500	626
71	A/B		5005	FLAT	2BR/2BA	950	S	594,500	626
72	A/B		5006 5007	FLAT	2BR/2BA	950	\$	594,500	626
73	A/B				2BR/2BA	950	\$	594,500	626
74	A/B		5008	FLAT	2BR/2BA	950	S	594,500	626
75	A/B		5009	FLAT	2BR/2BA	950	5	594,500	626
76	A/B		5010	FLAT	2BR/2BA	950	\$	609,500	642
77	A/B		5011	FLAT	2BR/2BA	950	S	609,500	642
78	A/B A/B		5012 5013	FLAT FLAT	2BR/2BA	950	\$	609,500	642
79	A/B		5013	FLAT	1BR/I.5BA	800	\$	525,500	657
80	A/B		5015	FLAT	IBR/I.5BA IBR/I.5BA	800	\$	525,500	657
81	A/B		5016	FLAT	IBR/I.5BA	800 800	\$	525,500	657
82	A/B		5017	FLAT	1BR/1.5BA	800	\$	525,500	657
83	A/B		5018	FLAT	1BR/1.5BA	800	\$	525,500 525,500	657 657
84	A/B		5019	FLAT	1BR/1.5BA	800	Š	525,500	657
85	1		11001	LIVE/WORK LOFT	2BR/1.75BA	1,440	Š	806,400	560
86	1		11003	LIVE/WORK LOFT	2BR/1.75BA	1,440	S	818,900	569
87	1	· · · · · · · · · · · · · · · · · · ·	11004	FLAT	IBR/1.75BA/OFFICE	861	\$	494,660	575
88	<u> </u>		11005	LIVE/WORK LOFT	2BR/1.75BA	1,440	s	818,900	569
89 90	Į.		11006	FLAT	IBR/1.75BA/OFFICE	861	\$.	494,660	575
91	<u>I</u>		11007	LIVE/WORK LOFT	2BR/1.75BA	1,440	\$	818,900	569
92	-		11008 11009	FLAT	1BR/1.75BA/OFFICE	861	\$	494,660	575
93	i	· · · · · · · · · · · · · · · · · · ·	11009	LIVE/WORK LOFT	2BR/1.75BA	1,440	S	818,900	569
94			13011	FLAT LIVE/WORK LOFT	1BR/1.75BA/OFFICE	861	\$	494,660	575
95	- i - l	· · · · · · · · · · · · · · · · · · ·	11013	RETAIL	2BR/1.75BA	1,440	S	818,900	569
96	i		12004	FLAT	1BR/1.75BA/OFFICE	1,941 804	\$	788,900	406
97	1		J2006	FLAT	1BR/1.75BA/OFFICE	804	S	482,740	600
98	1		12008	FLAT	IBR/1.75BA/OFFICE	804	\$	497,740 497,740	619 619
99	1		12010	FLAT	1BR/1.75BA/OFFICE	804	s	497,740	619
100	1		13001	FLAT	1BR/1,5BA	908	\$	585,980	645
101	I		I3003	FLAT	IBR/1.5BA	804	s	512,740	638
102	1		13004	FLAT	IBR/1.75BA/OFFICE	946	\$	592,260	626
103			13005	FLAT:	1BR/1.5BA	804	s	512,740	638
104	1		13006	FLAT	IBR/1.75BA/OFFICE	946	s	617,260	652
105	1		13007	FLAT.	1BR/1.5BA	804	s	537,740	669
106	1		13008	FLAT	IBR/I.75BA/OFFICE	946	\$	617,260	652
107	1		13009	FLAT	1BR/1.5BA	804	s	537,740	669
108	1		13010	FLAT:	IBR/1.75BA/OFFICE	946	S	617,260	652
109	I		13011	FLAT .	1BR/1.5BA	804	S	512,740	638
110]		14001	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	S	1,200,300	638
111	I		I4003	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,120,220	645
112	1		14004	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	S	1,200,300	638
113	I		14005	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,120,220	645
114	1		14006	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	\$	1,200,300	638
		1	14007	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,085,220	625
115									
116	I		14008	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	S		
116 117	I		14008 14009	TOWNHOUSE				1,165,300	620
116	I		14008		2BR/2.25BA/OFFICE	1,880	S	1,165,300	

· · · · · · · · · · · · · · · · · · ·	1	1,737		1,083,220	623
PHASE II SUMMARY	3	123,288	8	74,910,220 \$	608
TOTAL PHASE I & PHASE II	218 Units	277,453	\$	173,188,725 s	624

Exhibit D Approved Unit Price List Riverwalk Square - Scottsdale

# of Units	Building	Plan	Unit#	Unit Type	Program	Salable SF	1	List Price	\$ Per SF
	С	C-1b/2b	C102	LIVE/WORK LOFT	1BR/Guest/2BA	1,546	s	890,760	5
2	<u>c</u>	C-1a/2a	C103	LIVE/WORK LOFT	1BR/Guest/2BA	1,553	\$	882,305	50
3 4	C C	C-15/25	C104 C105	LIVE/WORK LOFT	1BR/Guest/2BA	1,546		890,760	57
5	c	C-1a/2a C-1b/2b	C105	LIVE/WORK LOFT	1BR/Guest/2BA 1BR/Guest/2BA	1,553 1,546	S	882,305	50
-6	č	C-12/2a	C107	LIVE/WORK LOFT	IBR/Guest/2BA	1,553	\$ \$	915,760 907,305	59
7	č	?	C108	LIVE/WORK LOFT	IBR/Guest/2BA	1,386	5	826,160	55
8	c	C-1c/2c	C109	LIVE/WORK LOFT	IBR/I.5BA	1,272	S	749,820	58
9	c	C-3d/2d	C201	TOWNHOUSE	2BR/2.5BA/Office	1,824	\$	1,070,690	51
10	С	C-3b	C302	FLAT	1BR/Guest/2BA	962	S	606,470	6
11	C	C-3a	C303	FLAT	2BR/2.5BA/Office	1,680	\$	1,023,300	60
12	<u>c</u>	C-3b	C304	FLAT	1BR/Guest/2BA	962	5	606,470	6.
13	c	C-3b	C306	FLAT	IBR/Guest/2BA	962	\$	631,470	6:
14	<u>c</u>	C-3b C-3c	C308 C309	FLAT FLAT	1BR/Guest/2BA	962	5	631,470	6
16	- č	C-4d/5d	C401	TOWNHOUSE	2BR/2.5BA 2BR/2.5BA	1,580 1,590	\$ \$	992,550 1,009,525	6
17	č	C-4b/5b	C402	TOWNHOUSE	2BR/3BA	1,628	- s	1,024,805	6
18	C	C-42/5a	C403	TOWNHOUSE	2BR/2.5BA /Office	1,518	\$	963,830	6
19	С	C-4b/5b	C404	TOWNHOUSE	2BR/3BA	1,628	Š	1,024,805	6
20	С	C-4a/5a	C405	TOWNHOUSE	2BR/2.5BA /Office	1,518	5	963,830	6
21	С	C-4b/5b	C406	TOWNHOUSE	2BR/2.5BA	1,628	\$	1,049,805	6-
22	<u>c</u>	C-4a/5a	C407	TOWNHOUSE	2BR/2.5BA /Office	1,518	S	988,830	6
23	<u> </u>	C-4b/5b	C408	TOWNHOUSE	2BR/3BA	1,628	<u> </u>	1,049,805	6
24	C D	C-4c/5c D-1a/2a	C409 D101	LOFT	2BR/2.5BA	1,266	<u>s</u>	848,210	6
26	D	D-1a/2a D-1a/2a	D103	LOFT	2BR/2BA 2BR/2BA	1,528 1,528	\$	956,555	6
27	<u> </u>	D-1a/2a	D105	LOFT	2BR/2BA	1,528	- 5	1,003,430	6
28	ď	D-1c/2c	D106	LOFT	1BR/Guest/2BA	1,365	- 3	778,400	5
29	D	D-1b/2b	D107	LOFT	2BR/2BA	1,574	5	1,024,065	6.
30	D	D-1c/2c	D108	LOFT	1BR/Guest/2BA	1,365	5	778,400	5
31	D	D-1b/2b	D109	LOFT	2BR/2BA	1,574	\$	1,024,065	6:
32	D	D-1c/2c	D110	LOFT	1BR/Guest/2BA	1,365	\$	778,400	5
33	D	D-1b/2b	D111	LOFT	2BR/2BA	1,574	S	1,024,065	6
34	<u>D</u>	D-16/2b	D113	LOFT	2BR/2BA	1,574	<u> </u>	1,024,065	6
35 36	D D	D-3a1 D-3a2	D301 D305	FLAT	2BR/2BA	1,326	<u> </u>	826,060	6
37	D	D-3e/4e	D305	FLAT TOWNHOUSE	2BR/2BA 2BR/2.5BA/Office	1,390	2	860,900	6
38	D	D-3b	D307	FLAT	1BR/2BA/FLEX	1,634	8	990,915	61
39	D	D-3c/4c	D308	TOWNHOUSE	2BR/2.5BA/Office	1,634	\$	633,750 990,915	6:
40	D	D-3b	D309	FLAT	1BR/2BA/FLEX	1,000	- s	633,750	63
41	D	D-3c/4c	D310	TOWNHOUSE	2BR/2.5BA/Office	1,634	i s	990,915	60
42	D	D-3b	D311	FLAT	IBR/2BA/FLEX	1,000	s	633,750	6:
43	D	D-3b	D313	FLAT	IBR/2BA/FLEX	1,000	\$	633,750	6
44	D	D-4a/5a	D401	TOWNHOUSE	2BR/2.5BA/Office	1,494	S	947,890	6
45	D	D-4a/5a	D403	TOWNHOUSE	2BR/2.SBA/Office	1,494	\$	947,890	6
46 47	D D	D-4a/5a D-4b/5b	D405 D407	TOWNHOUSE	2BR/2.5BA/Office	1,494	\$	947,890	6
48	D	D-46/5b	D407	TOWNHOUSE TOWNHOUSE	2BR/2.5BA/Office	1,550	<u>s</u>	976,375	6
49	D	D-4b/5b	D411	TOWNHOUSE	2BR/2.5BA/Office	1,550 1,550	\$ 5	976,375 976,375	6
50	D	D-4b/5b	D413	TOWNHOUSE	2BR/2.5BA/Office	1,550	s	976,375	6
51	E			FLAT	22.102.102.100	1,357	\$	900,295	6
52	E			FLAT		1,357	\$	900,295	6
53	E			FLAT		1,357	\$	900,295	6
54 55	E E			FLAT		1,357	\$	900,295	6
56	Ē			FLAT FLAT	·	1,357	<u>\$</u>	927,545 927,545	6
57	<u>a</u>			FLAT		1,357	\$	927,545	6
58	E :			FLAT		1,357	5	927,545	6
59	E			TOWNHOUSE	2BR/2BA	1,960	Š	1,396,475	7
60	<u>E</u>		***************************************	TOWNHOUSE	2BR/2BA	1,960	5	1,396,475	7
61	E		D123 125	TOWNHOUSE	2BR/2BA	1,960	S	1,396,475	7
62	F F	F-1a/2a	D122-125 F101	TOWNHOUSE TOWNHOUSE	2BR/2BA	1,960	<u> </u>	1,396,475	7
64	F	F-12/2a	F103	TOWNHOUSE	3BR/3BA/OFFICE 3BR/3BA/OFFICE	2,190 2,190	S	1,362,650	6
65	F	F-1a/2a	F105	TOWNHOUSE	3BR/3BA/OFFICE	2,190	\$	1,362,650	6
66	F	F-12/2a	F107	TOWNHOUSE	3BR/3BA/OFFICE	2,190	- S	1,362,650 1,362,650	6
67	F	F-3a/4a	F301	TOWNHOUSE	2BR/2BA	1,512	s	1,051,095	6
68	F	F-3a/4a	F303	TOWNHOUSE	2BR/2BA	1,512	s	1,051,095	6
69	F	F-3a/4a	F305	TOWNHOUSE	2BR/2BA	1,512	S	1,101,095	7
70	F	F-3a/4a	F307	TOWNHOUSE	2BR/2BA	1,512	S	1,126,095	7
71	G	RETAIL	G100	RETAIL		1,162	\$	589,425	5
72	<u> </u>	G-1a/2a	G101	TOWNHOUSE	2BR/2.5BA	1,475	S	883,500	5
73	<u> </u>	G-15/2b	G102	TOWNHOUSE	2BR/2.5BA	1,440	\$	850,150	
74	G	G-1a/2a	G103	TOWNHOUSE	2BR/2.5BA	1,475	\$	883,500	:
75	G	G-1b/2b	G104	TOWNHOUSE	2BR/2.5BA	1,440	<u> </u>	850,150	
76	G	G-1d/2d	G105	TOWNHOUSE	3BR/2.5BA	1,970	S	1,223,200	
77	G	G-1c/2c G-2f	G106 G201	TOWNHOUSE	2BR/2.5BA/OFFICE	1,485	\$	915,350	6
78 79	G	G-21 G-3a	G201	FLAT FLAT	3BR/3.5BA	2,510	<u> </u>	1,486,850	5
80	G	G-3b1	G301	FLAT	2BR/2BA 2BR/2.5BA	1,320	<u> S</u>	861,075	6
81	G	G-301	G302 G303	FLAT	2BR/2.5BA/OFFICE	1,570 1,530	\$	1,024,825	6
82	Ğ	G-4a	G401	FLAT	2BR/2.5BA	1,650	1 5	1,104,300	7
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Exhibit D Approved Unit Price List Riverwalk Square - Scottsdale

83	G	G-4b	G402	FLAT	2BR/2.5BA/OFFICE	1,825	S	1,228,250	673
84	G	G-5a	G501	FLAT	3BR/3.5BA	2,470	S	1,776,950	719
85	Н	RETAIL	H100	RETAIL		1.285	\$	619,250	482
86	H	H-1a/2a	H1001	TOWNHOUSE	2BR/3BA	1,475	S	883,500	599
87	H	H-1b/2b	H1002	TOWNHOUSE	2BR/3BA	1,440	Š	850,150	590
88	H	H-1a/2a	H1003	TOWNHOUSE	2BR/3BA	1,475	Š	883,500	599
89	H	H-1b/2b	H1004	TOWNHOUSE	2BR/3BA	1.440	15	850,150	590
90	H	H-1d/2d	H1005	TOWNHOUSE	3BR/3BA	1,970	15	1,223,200	621
91	H	H-1c/2c	H1006	TOWNHOUSE	2BR/3BA/OFFICE	1,485	15	915,350	616
92	H	H-2e	H2001	FLAT	3BR/3BA	2,175	s	1,308,625	602
93	H	H-3a	H3001	FLAT	2BR/2BA	1,320	 [861,075	652
94	H	Н-3Ы	H3002	FLAT	2BR/2.5BA	1,570	15	984,200	627
95	H	H-3c	H3003	FLAT	2BR/2.5BA/OFFICE	1,530	s	1,104,300	722
96	H	H-3d	H3004	FLAT	3BR/3BA	2,145	S	1,413,700	659
97	H	H-4a	H4001	FLAT	2BR/2.5BA	1,650		1,125,875	682
98	Н	H-4b	H4002	FLAT	2BR/2.5BA/OFFICE	1,825	s	1,228,250	673
99	H	H-Sa	H5001	FLAT	3BR/3.5BA	2,470	1	1,776,950	719

PHASE I SUMMARY			
	<i>154</i> .165	98.278.505	(27
			6371

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# of Units	Building	Plan	Unit#	Unit Type	Program	Salable SF		List Price	\$ Per SF
1	A/B		101	RETAIL		800	s	320,000	400
2	A/B		1001	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
3	A/B		1002	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
4	A/B		1003	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
5	A/B		1004	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
66	A/B		1005	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
7	A/B		1006	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
- 8	A/B		1007	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
9	A/B		1008	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
10	A/B		1009	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
11 12	A/B		1010	LIVE/WORK LOFT	2BR/2BA	1,200	S	684,500	570
13	A/B		1011	LIVE/WORK LOFT	2BR/2BA	1,200	\$	684,500	570
14	A/B A/B		1012	FLAT	2BR/2BA	950	<u> </u>	549,500	578
15	A/B	•	1013	FLAT	2BR/2BA	950	5	549,500	578
16	A/B		1014	FLAT	2BR/2BA	950	S	549,500	578
17	A/B		1015	FLAT	2BR/2BA	950	\$	549,500	578
18	A/B			FLAT	2BR/2BA	950	S	544,500	573
19	A/B		1017	FLAT	2BR/2BA	950	\$	544,500	573
20	A/B		2001	FLAT	2BR/2BA	950	5	544,500	573
21	A/B		2002	FLAT	2BR/2BA	950	5	572,000	602
22	A/B		2003	FLAT	2BR/2BA	950	S	572,000	602
23	A/B		2003	FLAT	2BR/2BA	950	5	572,000	602
24	A/B		2005	FLAT	2BR/2BA	950	\$	572,000	602
25	A/B		2005	FLAT	2BR/2BA	950	S	572,000	602
26	A/B	·····	2007	FLAT	2BR/2BA	950	\$	572,000	602
27	A/B		2007	FLAT	2BR/2BA 2BR/2BA	950	S	572,000	602
28	A/B		3001	FLAT	2BR/2BA	950	S	572,000	602
29	A/B		3002	FLAT		950	\$	574,500	605
30	A/B		3003	FLAT	2BR/2BA 2BR/2BA	950	<u> </u>	574,500	605
31	A/B		. 3004	FLAT	2BR/2BA	950	\$	574,500	605
32	A/B		3005	FLAT	2BR/2BA	950 950	5	574,500	605
33	A/B		3006	FLAT	2BR/2BA	950	s	574,500	605
34	A/B		3007	FLAT	2BR/2BA	950	S	574,500	605
35	A/B		3008	FLAT	2BR/2BA	950	\ <u>\$</u>	574,500	605
36	A/B		3009	FLAT	2BR/2BA	950	- 3	574,500	605
37	A/B		3010	FLAT	2BR/2BA	950	3	584,500 584,500	615
38	A/B		3011	FLAT	2BR/2BA	950	5		615
39	A/B		3012	FLAT	2BR/2BA	950	3	584,500 584,500	615
40	A/B		3013	FLAT	IBR/1.5BA	800	\$	500,500	
41	A/B		3014	FLAT	1BR/1.5BA	800	- \$	500,500	626
42	A/B		3015	FLAT	1BR/1.5BA	800	15	500,500	626 626
43	A/B		3016	FLAT	1BR/1.5BA	800	\$	500,500	626
44	A/B		3017	FLAT	1BR/1.5BA	800	S	500,500	626
45	A/B		3018	FLAT	1BR/1.5BA	800	15	500,500	626
46	A/B		3019	FLAT	IBR/I.5BA	800	\$	500,500	626
47	A/B		4001	FLAT	2BR/2BA	950	ŝ	584,500	615
48	A/B		4002	FLAT	2BR/2BA	950	S	584,500	615
49	A/B		4003	FLAT	2BR/2BA	950	15	584,500	615
50	A/B		4004	FLAT	2BR/2BA	950	S	584,500	615
51	A/B		4005	FLAT	2BR/2BA	950	s	584,500	615
52	A/B		4006	FLAT	2BR/2BA	950	s	584,500	615
53	A/B		4007	FLAT	2BR/2BA	950	s	584,500	615
54	A/B		4008	FLAT	2BR/2BA	950	5	584,500	615
55	А/В		4009	FLAT	2BR/2BA	950	Š	584,500	615
56	A/B		4010	FLAT	2BR/2BA	950	\$	597,000	628
57	A/B		4011	FLAT	2BR/2BA	950	S	597,000	628
58	A/B		4012	FLAT	2BR/2BA	950	S	597,000	628

Exhibit D Approved Unit Price List Riverwalk Square - Scottsdale

60	1 40							
59 60	A/B A/B	4013	FLAT	IBR/I.5BA	800	S	513,000	
61	A/B	4014	FLAT	1BR/1.5BA	800	S	513,000	
62	A/B	4015	FLAT	1BR/1.5BA	800	\$	513,000	
63	A/B	4016	FLAT	1BR/1.5BA	800	\$	513,000	
64		4017	FLAT	IBR/I.SBA	800	S	513,000	
65	A/B	4018	FLAT	IBR/I.5BA	800	S	513,000	
	A/B	4019	FLAT	1BR/1.5BA	800	5	513,000	
66	A/B	5001	FLAT	2BR/2BA	950	S	594,500	
67	A/B	5002	FLAT	2BR/2BA	950	S	594,500	
68	A/B	5003	FLAT	2BR/2BA	950	\$	594,500	
69	A/B	5004	FLAT	2BR/2BA	950	\$	594,500	
70	A/B	5005	FLAT	2BR/2BA	950	S	594,500	
71	A/B	5006	FLAT	2BR/2BA	950	S	594,500	
72	A/B	5007	FLAT	2BR/2BA	950	\$	594,500	
73	A/B	5008	FLAT	2BR/2BA	950	s	594,500	
74	A/B	5009	FLAT	2BR/2BA	950	S	594,500	
75	A/B	5010	FLAT	2BR/2BA	950	S	609,500	
76	A/B	5011	FLAT	2BR/2BA	950	\$	609,500	
77	A/B	5012	FLAT	2BR/2BA	950	S	609,500	
78 79	A/B	5013	FLAT	IBR/I.SBA	800	\$	525,500	
80	A/B	5014	FLAT	1BR/1.5BA	800	\$	525,500	
81	A/B A/B	5015	FLAT	1BR/1.5BA	800	S	525,500	
82	A/B	5016 5017	FLAT	1BR/1.5BA	800	\$	525,500	
83	A/B	5017	FLAT FLAT	IBR/I.5BA	800	\$	525,500	
84	A/B	5019	FLAT	IBR/1.5BA IBR/1.5BA	800	S	525,500	
85	T I	11001	LIVE/WORK LOFT	2BR/1.75BA	800	\$	525,500	
86	i	11003	LIVE/WORK LOFT	2BR/1.75BA	1,440	<u>\$</u>	806,400	
87	1	11004	FLAT	IBR/1.75BA/OFFICE	861	S	818,900	
88	1	11005	LIVE/WORK LOFT	2BR/1.75BA	1,440	13	494,660 818,900	
89] .	11006	FLAT	IBR/1.75BA/OFFICE	861	13	494,660	
90	1	11007	LIVE/WORK LOFT	2BR/1.75BA	1,440	15	818,900	
91	1	11008	FLAT	IBR/1.75BA/OFFICE	861	- 3	494,660	
92	1	11009	LIVE/WORK LOFT	2BR/1.75BA	1,440	ŝ	818,900	
93	I	11010	FLAT	1BR/1.75BA/OFFICE	861	s	494,660	
94	1	I1011	LIVE/WORK LOFT	2BR/1.75BA	1,440	S	818,900	
95		11013	RETAIL		1,941	\$	788,900	
96 97		12004	FLAT	1BR/1.75BA/OFFICE	804	\$	482,740	
98	1	12006	FLAT	1BR/1.75BA/OFFICE	804	S	497,740	
99	- i	12008	FLAT	IBR/1.75BA/OFFICE	804	\$	497,740	
100		12010	FLAT	1BR/1.75BA/OFFICE	804	S	497,740	
101		13001 13003	FLAT	IBR/I.5BA	908	\$	585,980	
102	-	I3003	FLAT	1BR/1.5BA	804	S	512,740	
102			FLAT	IBR/1.75BA/OFFICE	946	\$	592,260	
103		13005	FLAT	1BR/1.5BA	804	S	512,740	
105		13006	FLAT	1BR/1.75BA/OFFICE	946	\$	617,260	
106		13007	FLAT	1BR/1.5BA	804	\$	537,740	
107		13008	FLAT	1BR/1.75BA/OFFICE	946	\$	617,260	
108	i	13009	FLAT	1BR/1.5BA	804	5	537,740	
109		13010	PLAT	IBR/1.75BA/OFFICE	946	\$	617,260	
110		13011	FLAT	IBR/1.5BA	804	S	512,740	
111	- i	14001	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	S	1,200,300	
112		14003	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	5	1,120,220	
112		I4004	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	\$	1,200,300	
114		14005	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,120,220	
115		14006	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	\$	1,200,300	***************************************
	- ! -	14007	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,085,220	
116	!	14008	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	\$	1,165,300	
117	<u> </u>	14009	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,085,220	
118		14010	TOWNHOUSE	2BR/2.25BA/OFFICE	1,880	\$	1,165,300	
119		14011	TOWNHOUSE	2BR/2.25BA/OFFICE	1,737	S	1,085,220	

 PHASE II SUMMARY
 123,288
 \$ 74,910,220
 \$ 608

 TOTAL PHASE I & PHASE II
 218 Units
 277,453
 \$ 173,188,725
 \$ 624

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WC RIVERWALK, LLC, an Arizona limited liability company

ACC Homes, Inc., an Arizona corporations:

By:

Name: A. Christopher Camberlango

Title: President

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GUARANTORS AND INDEMNITORS:

A. CHRISTOPHER CAMBERLANGO, an individual resident of the State of Arizona

MICHAEL TRAILOR, an individual resident of the State of Arizona

JAMES NUNEMACHER, an individual resident of the State of California

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STATE OF NEW YORK
SS.
COUNTY OF NEW YORK
On this day of January, 2006, before me, a
Notary Public in and for the State of New York, personally appeared,
of LEHMAN BROTHERS HOLDINGS, INC., personally known to me (or
proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal
Signature
My commission expires:

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 21 of 40

STATE OF ILLINOIS	
COUNTY OF COOK	
On this day of January, 200 Notary Public in and for the State of Illinois, per President of CORUS BANK, N.A., personally satisfactory evidence) to be the person whose nar acknowledged to me that he executed the same signature on the instrument the person, or the enexecuted the instrument.	sonally appeared Brian Brodeur, Senior Vice known to me (or proved on the basis of me is subscribed to the within instrument and in his authorized capacity, and that by his
WITNESS my hand and official sea	al
Signat	ture
My commission expires:	

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STATE OF ARIZONA
ss. COUNTY OF MARICOPA
On this day of January, 2006, before me, Notary Public in and for the State of Arizona, personally appeared A. Christopher Camberlango authorized signatory, on behalf of RIVERWALK SQUARE DEVELOPMENT, LLC personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal

Signature

My commission expires:

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 23 of 40

STATE OF ARIZONA
SS.
COUNTY OF MARICOPA
On this day of January, 2006, before me,
Notary Public in and for the State of Arizona, personally appeared A. Christopher Camberlango, authorized signatory, on behalf of RIVERWALK SQUARE DEVELOPMENT II, LLC, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal
Signature
My commission expires:

08-13555-mg Doc 2342-8 Filed 12/22/08 Entered 12/22/08 08:55:53 Exhibit 1 (Part 6) Pg 24 of 40

STATE OF ARIZONA		
SS.		
COUNTY OF MARICOPA		
On this day of January	ry, 2006, before me,	a
Notary Public in and for the State of Arizon authorized signatory, on behalf of RIVEI known to me (or proved on the basis of sa subscribed to the within instrument and ac authorized capacity, and that by his signat behalf of which the person acted, executed to	RWALK SQUARE HOLDINGS, LLC satisfactory evidence) to be the person whacknowledged to me that he executed the ature on the instrument the person, or the	C, personally hose name is same in his
WITNESS my hand and off	ficial seal	
	Signature	
My commission expires:		

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STATE OF ARIZONA
ss. COUNTY OF MARICOPA
On this day of January, 2006, before me, a Notary Public in and for the State of Arizona, personally appeared A. Christopher Camberlango authorized signatory, on behalf of WC RIVERWALK SQUARE, LLC, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal
<u> </u>
Signature
My commission expires:

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STATE OF			
COUNTY OF	SS.		
On this Notary Public in and for the authorized signatory, on behaproved on the basis of satisfic within instrument and acknown and that by his signature on person acted, executed the in	e State of	OMPANY, LLC, personally the person whose name is executed the same in his aut	known to me (or subscribed to the thorized capacity
WITNESS m	y hand and official sea	1	
	Signati	ure	
My commission expires:	J		

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STATE OF ARIZONA
ss. COUNTY OF MARICOPA
On this day of January, 2006, before me, a Notary Public in and for the State of Arizona, personally appeared A. Christopher Camberlango, authorized signatory, on behalf of VANGUARD CITY HOME, LLC, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal
Signature
My commission expires:

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TATE OF ARIZONA
ss. OUNTY OF MARICOPA
On this day of January, 2006, before me, a totary Public in and for the State of Arizona, personally appeared A. Christopher Camberlango, ersonally known to me (or proved on the basis of satisfactory evidence) to be the person whose ame is subscribed to the within instrument and acknowledged to me that he executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity can behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal
Signature
ly commission expires:

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STATE OF ARIZONA
SS. COUNTY OF MARICOPA
On this day of January, 2006, before me,
WITNESS my hand and official seal
Signature
My commission expires:
· ·

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ATE OF CALIFORNIA
SS.
DUNTY OF
On this day of January, 2006, before me, a stary Public in and for the State of California, personally appeared James Nunemacher, resonally known to me (or proved on the basis of satisfactory evidence) to be the person whose me is subscribed to the within instrument and acknowledged to me that he executed the same his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument. WITNESS my hand and official seal
Signature
commission expires:

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1:

A portion of the Northwest quarter of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and described as follows:

Commencing at a point 1139.00 feet North of the West quarter corner of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, said point also bearing South 00 degrees 00 minutes 00 seconds East a distance of 1517.38 feet from the Northwest corner of said Section 23;

Thence East a distance of 65.00 feet to a point located on the East right of way line of Scottsdale Road, said point also being the Northwest corner of PARADISE TRIANGLE, Tract "A", as recorded in Book 46 of Maps, Page 26, records of the Maricopa County, Arizona recorders office;

Thence continuing East a distance of 252.73 feet to the Northwest corner of the aforementioned RIVERWALK SQUARE, said point also being the TRUE POINT OF BEGINNING;

Thence continuing East a distance of 687.78 feet to a point located at the Northeast corner of RIVERWALK SQUARE;

Thence South 40 degrees 44 minutes 00 seconds West along the Southeast property line of RIVER WALK SQUARE a distance of 335.53 feet;

Thence leaving said property line, North 49 degrees 17 minutes 13 seconds West a distance of 111.82 feet;

Thence South 89 degrees 58 minutes 04 seconds West a distance of 74.88 feet;

Thence South a distance of 37.51 feet to a point of curvature having a radius of 40.00 feet;

Thence proceeding Southwesterly along said curve through a central angle of 217 degrees 16 minutes 02 seconds a distance of 151.68 feet to a point of non-tangency;

Thence North a distance of 166.07 feet;

Thence South 89 degrees 58 minutes 04 seconds West a distance of 237.67 feet to a point located along the West line of RIVERWALK SQUARE;

Thence North 00 degrees 00 minutes 20 seconds West along said West line a distance of 28.40 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2:

A part of the Southwest quarter of the Northwest quarter of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, known as Tract "A" of the PARADISE TRIANGLE, according to Book 45 of Maps, page 26, records of Maricopa County, Arizona, more particularly described as follows:

Beginning 1722.38 feet South and 33 feet East of the Northwest corner of Section 23, Township 2 North, Range 4 East;

Thence East 795.90 feet;

Thence South 40 degrees 44 minutes West, 649.39 feet;

Thence North 49 degrees 16 minutes West, 377.42 feet;

Thence West 86.16 feet;

Thence North 245.80 feet to the point of beginning;

Except the West 32 feet thereof.

Parcel No. 3:

Part of the Northwest quarter of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

From the Southwest corner of said Northwest quarter, running North, assumed bearing, along the West line of the said Northwest quarter, 934 feet to the point of beginning of the parcel of land herein described and the Southwest corner thereof;

Thence continuing North along the West line of said Northwest quarter, 205 feet;

Thence East, at right angles to the West line of said Northwest quarter, 1005.44 feet;

Thence South 40 degrees 44 minutes West along a line 50 feet from measured at right angles to the water line of the Arizona Canal, 270.54 feet;

Thence West along a line perpendicular to the West line of said Northwest quarter, 828.90 feet to the point of beginning;

Except the West 65 feet thereof.

Except from Parcel No. 2 and Parcel No. 3 the following described property:

That part of Tract "A", PARADISE TRIANGLE, according to Book 46 of Maps, page 26, records of Maricopa County, Arizona, and that part of the Northwest quarter of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 23;

Thence North 00 degrees 00 minutes 00 seconds East along the West line of the Northwest quarter of said Section 23, 688.12 feet;

Thence North 90 degrees 00 minutes 00 seconds East, 65.00 feet to a point on a line which is parallel with and 65.00 feet Easterly, as measured at right angles from the West line of the Northwest quarter of said Section 23, said point being the point of beginning;

Thence North 00 degrees 00 minutes 00 seconds East along said parallel line, 451.18 feet;

Thence North 89 degrees 57 minutes 53 seconds East, 252.66 feet;

Thence South 00 degrees 02 minutes 07 seconds East, 293.50 feet;

Thence South 49 degrees 15 minutes 13 seconds East, 329.75 feet;

Thence South 40 degrees 42 minutes 38 seconds West, 249.27 feet;

Thence North 49 degrees 15 minutes 13 seconds West, 377.41 feet;

Thence South 90 degrees 00 minutes 00 seconds West, 54.15 feet to the point of beginning.

And further excepting from Parcel No. 2 and Parcel No. 3 the following described property:

Commencing at a point 1139.00 feet North of the West quarter corner of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, said point also bearing South 00 degrees 00 minutes 00 seconds East, a distance of 1517.38 feet from the Northwest corner of said Section 23;

Thence East a distance of 65.00 feet to a point located on the East right-of-way line of Scottsdale Road, said point also being the Northwest corner of PARADISE TRIANGLE, Tract "A", as recorded in Book 46 of Maps, page 26, of the Maricopa County Recorder's Office;

Thence continuing East a distance of 252.73 feet to the Northwest corner of the aforementioned RIVERWALK SQUARE, said point also being the TRUE POINT OF BEGINNING;

Thence continuing East a distance of 687.78 feet to a point located at the Northeast corner of RIVERWALK SQUARE;

Thence South 40 degrees 44 minutes 00 seconds West along the Southeast property line of RIVERWALK SQUARE, a distance of 335.53 feet;

Thence leaving said property line, North 49 degrees 17 minutes 13 seconds West, a distance of 111.82 feet;

Thence South 89 degrees 58 minutes 04 seconds West, a distance of 74.88 feet;

Thence South a distance of 37.51 feet to a point of curvature having a radius of 40.00 feet;

Thence proceeding Southwesterly along said curve, through a central angle of 217 degrees 16 minutes 02 seconds, a distance of 151.68 feet to a point of non-tangency;

Thence North a distance of 166.07 feet;

Thence South 89 degrees 58 minutes 04 seconds West, a distance of 237.67 feet to a point located along the West line of RIVERWALK SQUARE;

Thence North 00 degrees 00 minutes 20 seconds West along said West line, a distance of 28.40 feet to the TRUE POINT OF BEGINNING.

A non-exclusive easement for vehicular and pedestrian ingress and egress appurtenant to the land described in Parcel Nos. 1, 2 and 3 herein over, across and through the North Drive Easement Area, as granted in the Permanent, Non-Exclusive Easements Agreement recorded February 14, 2005, in Instrument No. 2005-0185399, records of Maricopa County, Arizona, over land described as follows:

Commencing at a point 1139.00 feet North of the West quarter corner of Section 23, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point bearing South 00 degrees 00 minutes 00 seconds East a distance of 1517.38 feet from the Northwest corner of said Section 23;

Thence East a distance of 65.00 feet to a point located on the East right of way line of Scottsdale Road, said point being the True Point of Beginning;

Thence North 89 degrees 58 minutes 04 seconds East, a distance of 252.73 feet to a point, said point being the Northwest corner of the land described in Deed recorded in Instrument No. 2005-0185398, records of Maricopa County, Arizona;

Thence departing said North line, South 00 degrees 00 minutes 20 seconds East along the West line of the land described in said Deed, a distance of 38.00 feet:

Thence South 89 degrees 58 minutes 04 seconds West a distance of 217.71 feet;

Thence South 81 degrees 50 minutes 18 seconds West, a distance of 35.36 feet to a point located on the East right of way line of Scottsdale Road;

Thence North 00 degrees 00 minutes 00 seconds West along said right of way line a distance of 43.00 feet to the True Point of Beginning.

Parcel No. 5:

A non-exclusive easement for vehicular and pedestrian ingress and egress appurtenant to the land described herein as Parcel Nos. 1, 2, and 3 over, across and through the Pals Loop Road Easement Area as granted in the Interruptible, Reciprocal, Non-Exclusive Easements Agreement recorded February 14, 2005, in Instrument No. 2005-0185400 and in the Permanent, Non-Exclusive Easements Agreement recorded February 14, 2005, in Instrument No. 2005-0185399, records of Maricopa County, Arizona, over land described as follows:

Commencing at a point 1139.00 feet North of the West quarter corner of Section 23 Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point also bearing South 00 degrees 00 minutes 00 seconds East a distance of 1517.38 feet from the Northwest corner of said Section 23;

Thence East a distance of 65.00 feet to a point located on the East right of way line of Scottsdale Road;

Thence North 89 degrees 58 minutes 04 seconds East a distance of 252.73 feet to a point, said point being the Northwest corner of the land described in Deed recorded in Instrument No. 2005-0185398, records of Maricopa County, Arizona, said point also being the true Point of Beginning;

Thence departing said North line and proceeding South 00 degrees 00 minutes 20 seconds East along the West line of the land described in said Deed, a distance of 293.71 feet;

Thence continuing along said property line South 49 degrees 15 minutes 13 seconds East a distance of 19.78 feet;

Thence departing said property line and proceeding South 00 degrees 00 minutes 20 seconds East a distance of 14.45 feet to the beginning of a curve concave to the West and having a radius of 150.00 feet;

Thence continuing along said curve through a central angle of 90 degrees 00 minutes 20 seconds a distance of 235.63 feet to a point of tangency;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 40.32 feet to a point located on the Northeast property line of Tract "B", Paradise Triangle, according to Book 46 of Maps, Page 26, records of Maricopa County, Arizona;

Thence North 49 degrees 16 minutes 00 seconds West along said Tract "B" a distance of 30.65 feet;

Thence South 90 degrees 00 minutes 00 seconds West along said Tract "B" a distance of 54.19 feet to a point located on the East right of way line of Scottsdale Road;

Thence leaving the property line of said Tract "B" and proceeding along said right of way line a distance of 30.00 feet;

Thence departing said right of way line and proceeding South 90 degrees 00 minutes 00 seconds East a distance of 137.74 feet to the beginning of a curve concave to the West having a radius of 100.00 feet;

Thence proceeding along said curve through a central angle of 90 degrees 00 minutes 20 seconds a distance of 157.09 feet to a point of tangency;

Thence North 00 degrees 00 minutes 20 seconds West a distance of 321.05 feet to a point located on said North line of Paradise Triangle;

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Thence North 89 degrees 58 minutes 04 seconds East along said North line a distance of 15.00 feet to the True Point of Beginning.

EXHIBIT B

LIST OF SUBORDINATE LENDER DOCUMENTS

1.	Note
2.	Assignment of Architect's Agreement
3.	Assignment of General Contractor's Agreement
4.	Assignment of Permits
5.	Assignment of Title Insurance proceeds
6.	Certificate of Financing Term Sheet
7.	Certificate of Organization Structure
8.	Certificate of Personal Property
9.	Certificate of Preliminary Construction Budget
10.	Certificate of Sources & Uses
11.	Completion Guaranty
12.	Conditional Guaranty
13.	Consent and Agreement of Architect
14.	Consent and Agreement of Developer
15.	Environmental Indemnity Agreement
16.	Financing Statements
17.	Guarantor's Financial Certificate (Camberlango)
18.	Guarantor's Financial Certificate (Nunemacher)
19.	Guarantor's Financial Certificate (Trailor)
20.	Loan Agreement
21.	Membership Pledge and Security Agreement (Riverwalk Square
	Development II, LLC)
22.	Membership Pledge and Security Agreement (Riverwalk Square
	Holdings, LLC)
23.	Membership Pledge and Security Agreement (WC Riverwalk, LLC)
24.	Membership Pledge and Security Agreement (Brothers Company,
	LLC)
25.	Membership Pledge and Security Agreement (Vanguard City Home,
	LLC)
26.	Option Agreement
27.	Payment Direction Letter
28.	Post Closing Letter

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EXHIBIT C

LIST OF CORUS BANK DOCUMENTS

Construction Loan Agreement

Promissory Note

Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing

Assignment of Condominium Documents

Assignment of Construction Documents

Completion and Non-Recourse Carveout Guaranty (executed by Guarantors)

Environmental Indemnity Agreement (executed by Property Owner and Guarantors)

UCC-1 Financing Statement to be filed with the Secretary of State of Property Owner's formation

UCC Fixture Filing to be filed in the County where the Property is located

EXHIBIT D

QUALIFIED TRANSFEREES

Aareal Bank AG

AEW Capital Management

Angelo Gordon & Company

Apollo Real Estate Advisors

Barclay's Bank

Blackacre Capital Group, L.P.

Blackstone Real Estate Partners

Capital Trust

Colony Investors (Colony Capital)

Emmes & Company

Eurohypo AG

Heitman Financial

Lend Lease & Company

Meadowbrook Real Estate Fund

Northstar Capital Investment Corp.

Oaktree Capital Management

Olympus Real Estate Fund (Hicks Muse)

PB Capital

Praedium Group

Starwood Opportunity Fund (Starwood Capital)

Sterling Equities

Westbrook Real Estate Fund

Deutsche Bank

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CS First Boston

UBS Paine Weber

JP Morgan Chase

Wells Fargo

Goldman Sachs

Whitehall Funds

I-Star Financial

CIBC

Citigroup/Salomon Smith Barney

Bear Stearns